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*Attorneys for Plaintiff,
The Guardian Life Insurance Company of America*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA,**

Plaintiff,

v.

**DONNA E. KILMARTIN AND MARY
E. GOODMAN f/k/a MARY E.
KILMARTIN,**

Defendants.

Case No. 3:11-cv-00340-ECR-RAM

**ORDER GRANTING
CONSENT DECREE**

CIVIL ACTION – CONSENT TO JUDGMENT

THIS MATTER having been opened to the Court upon the application of Jones Vargas, attorneys for Plaintiff, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("Guardian"); and upon notice with consent of Frederick D. Williams, Esq., attorney for DONNA E. KILMARTIN ("Kilmartin"), and Thorndal, Armstrong Delk Balkenbush & Eisenger, P.C., attorneys for MARY E. GOODMAN f/k/a MARY E. KILMARTIN ("Goodman"); and the Court

1 having reviewed all pleadings and proceedings in this matter to date; being advised that all parties
 2 agree to the relief being provided; and finding good cause exists for the entry of the within
 3 judgment;

4 **STIPULATED, AGREED AND ADJUDGED** that judgment providing interpleader
 5 relief in favor of Guardian, and against Kilmartin and Goodman, be and the same hereby is
 6 granted; and be it further

7 **STIPULATED, AGREED AND ADJUDGED** that Guardian shall be wholly and
 8 completely discharged and absolved from any further liability, of whatsoever nature, to Kilmartin
 9 and Goodman and any other claimant in connection to the life insurance benefits payable as a
 10 consequence of the death of James B. Kilmartin ("Decedent") under the Terra-Gen Power, LLC
 11 life insurance plan (the "Plan") funded through a group policy of insurance issued by Guardian
 12 (the "Policy"); and be it further

13 **STIPULATED, AGREED AND ADJUDGED** that Guardian, its agents, employees,
 14 representatives, predecessors, successors, and assigns are hereby released and discharged from
 15 and against any and all liability, suits, debts, judgments, dues, sums and/or causes of action
 16 whether at law or at equity, to any person, entity, claimant, plaintiff, defendant or otherwise with
 17 respect to the life insurance benefits payable under the Plan and Policy as a consequence of
 18 Decedent's death; and it is further

19 **STIPULATED, AGREED AND ADJUDGED** that Kilmartin and Goodman be and
 20 hereby are permanently restrained and enjoined from instituting and/or prosecuting any other
 21 suit, cause of action or civil proceeding in any state, federal or other court of competent
 22 jurisdiction against Guardian in connection with the life insurance benefits due under the Plan
 23 and Policy as a consequence of Decedent's death; and be it further

24 **STIPULATED, AGREED AND ADJUDGED** that according to the agreement reached
 25 between Kilmartin and Goodman, the life insurance benefits payable as a consequence of
 26 Decedent's death under the Plan and Policy be and hereby shall be paid as follows:

- 27 a. \$30,000 to Donna E. Kilmartin and her attorney, Frederick D.
 28 Williams, Esq.; and

b. \$201,000 to Mary E. Goodman f/k/a Mary E. Kilmartin.

STIPULATED, AGREED AND ADJUDGED that Guardian will not seek to recover its attorneys' fees and costs incurred in this action in exchange for Goodman and Kilmartin waiving all interest earned on the life insurance benefits.

STIPULATED, AGREED AND ADJUDGED that this action be and hereby is dismissed with prejudice and without cost or attorneys' fees assigned as against any party.

DATED this ____ day of August, 2011.

HON. EDWARD C. REED, JR.
U.S. DISTRICT COURT JUDGE

The parties hereby consent to the form and content of the above:

JONES VARGAS
*Attorneys for Plaintiff, The Guardian
Life Insurance Company of America*



JUSTIN J. BUSTOS, ESQ.

FREDERICK W. WILLIAMS
*Attorney for Defendant,
Donna E. Kilmartin*

FREDERICK W. WILLIAMS, ESQ.

THORNDAL ARMSTRONG DELK
BALKENBUSH & EISENGER, P.C.
*Attorneys for Defendant
Mary E. Goodman f/k/a Mary E. Kilmartin*

/s/ Brian M. Brown

BRIAN M. BROWN, ESQ.

b. \$201,000 to Mary E. Goodman f/k/a Mary E. Kilmartin.

STIPULATED, AGREED AND ADJUDGED that Guardian will not seek to recover its attorneys' fees and costs incurred in this action in exchange for Goodman and Kilmartin waiving all interest earned on the life insurance benefits.

STIPULATED, AGREED AND ADJUDGED that this action be and hereby is dismissed with prejudice and without cost or attorneys' fees assigned as against any party.

DATED this 10th day of August 2011.



HON. EDWARD C. REED, JR.
U.S. DISTRICT COURT JUDGE

The parties hereby consent to the form and content of the above:

JONES VARGAS
*Attorneys for Plaintiff, The Guardian
Life Insurance Company of America*

JUSTIN J. BUSTOS, ESQ.

FREDERICK W. WILLIAMS
*Attorney for Defendant,
Donna E. Kilmartin*


FREDERICK W. WILLIAMS, ESQ.

THORNDAL ARMSTRONG DELK
BALKENBUSH & EISENGER, P.C.
*Attorneys for Defendant
Mary E. Goodman f/k/a Mary E. Kilmartin*

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